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# THE AMERICAN LAW REGISTER

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UNIVERSITY OF PENNSYLVANIA  
DEPARTMENT OF LAW.

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The article entitled "Has the Study of Law a Place in a Liberal Education," which appeared in our June number, was written by Dr. W. Draper Lewis, Dean of the University of Pennsylvania Law School. Through an oversight the name of the author was omitted.

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## IN MEMORIAM.

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WILSON STILZ.

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Wilson Stilz, a member of the Board of Editors of the AMERICAN LAW REGISTER, died on June 13, 1900. Mr. Stilz was a member of the second year class in the Department of Law of the Univer-



sity of Pennsylvania. He prepared for college at Eastburn Academy, Philadelphia, and graduated from that institution with the highest grade ever attained in its history.

Mr. Stilz graduated from the College of the University in 1898, receiving the degree of Bachelor of Science in Economics. His work at College showed his great ability as a student—for each of his four years of study he was awarded “Honors” by the Faculty, in Junior year taking the Terry prize for standing first in his class, and his graduating thesis on “Railroad Co-operation” was published by the University.

Mr. Stilz, in his first year at the Law School, divided with another member of his class the prize for standing at the head of the class. In his second year Mr. Stilz was taken ill just previous to the examinations.

CONTRACT—RES ADJUDICATA—JUDGMENT A BAR TO SECOND SUIT UPON SAME CAUSE OF ACTION—WAGES. In *Alie v. Nadeau*, 44 Atl. 891, (1899), defendant had agreed to hire plaintiff for six months from November 9, 1897, at \$10 per week, payable weekly; but on January 15, 1898, plaintiff was discharged by defendant, without lawful cause; his wages, however, having been paid in full up to that date, March 12, 1898, plaintiff brought suit against the defendant to recover damages for his breach of contract, and claiming damages to the date of his writ, March 12, and ultimately recovered damages for an amount equal to the weekly wages agreed upon from January 15 to March 12, 1898. The present action was commenced November 23, 1898, upon the same breach of the same contract, and with intent to recover from defendant damages, from March 12, 1898 to May 9, 1898, the remainder of the period covered by his contract with plaintiff.

The question for decision was whether or not the former judgment was a bar to recovery. Savage, J., decided that it was, and that for a single breach of contract there can be but a single recovery. The plaintiff was, in his former action, “entitled to recover all the damages he sustained by the breach, both present and prospective, and for such a breach but one action can be maintained. *Sutherland v. Wyer*, 67 Me. 64, 1877. It is to be PRESUMED that in his former judgment he recovered all he was entitled to receive for the breach.”

The case is a clear illustration of Sedgwick’s “Elements of Damages,” Rule 21: “For a single cause of action all damages incident to it must be assessed in a single suit,” but it raises some interesting questions. Plaintiff argued that the contract was divisible, or continuing, and that therefore he could apportion his damages; but the court followed *Sutherland v. Wyer* (supra), where it was decided in accordance with the great weight of authority that such a contract of employment was an entire contract, and that therefore damages must be assessed for a breach of it in a single action. *Parker v.*